

HeadCare™ - Online Store

Terms and Conditions

Store operator: Cranio sp. z o.o. - Dąbrowskiego 77A, 60-529 Poznań

The company's registration files are maintained by the District Court Poznan - Nowe Miasto and Wilda in Poznan, Department VIII KRS; KRS (National Court Register) 0000817574, NIP (Tax Identification Number) 7812004003, REGON (National Business Registry Number) 385016445

Customer service office: **HEADCARE.CO, ul. Za Cytadelą 122/38, 61-659 Poznań POLAND**

Order processing: online@headcare.eu

Management Board: office@headcare.eu

Marketing and PR: marketing@headcare.eu

1. Scope

These Terms and Conditions apply to all items for sale and sold by Cranio sp. z o.o. ("Store operator:") in Online Store: <http://headcare.eu> ("Online Store").

2. Offers, Conclusion of Contracts

Offers of items for sale in the Online Store represent an invitation to a customer to place an order only. An order from a customer represents an offer to conclude a contract of sale. Once an order is placed, the customer will receive an automatic electronic confirmation of his order via E-Mail and this will give rise to a contract of sale.

If a product ordered is not available, **store operator** may withdraw from the contract. In such a case Store operator will inform the customer immediately and if applicable reimburse any monies paid without delay.

During the Online Store order process, the customer can view and correct all data entered in a confirmation window after the order button has been selected.

Customers may conclude contracts of sale in English.

3. Prices

The prices quoted on the website include statutory VAT. Orders placed from within the EU are not eligible for VAT exemption. Payment is due in full immediately.

4. Transport costs

Shipping and handling costs are not included in the prices quoted on the Online Store. When placing an order in the Online Store, the customer is provided with a tool to determine whether shipping and handling costs apply to the order as well as the exact amount.

5. Terms of payment

Payment may be made by PayPal or credit card. We reserve the right to exclude particular methods of payment. In the case of credit card payments, the credit card will be charged when the order is placed.

6. Cancellation policy

6.1 Right of cancellation: The customer is entitled to cancel this contract within fourteen days without stating a reason. The cancellation period is fourteen days from the day the customer or a third party specified by it, which is not the freight forwarder, takes or took receipt of the goods. To exercise the right of cancellation, the customer must inform us (by letter, fax or email) providing a clear explanation about its decision to cancel this contract. The accompanying example cancellation form can be used for this purpose, but this is not compulsory. Notification of cancellation is to be sent to:

HEADCARE.CO, ul. Za Cytadelą 122/38, 61-659 Poznań POLAND; E-mail: online@headcare.eu

To ensure the cancellation period is complied with, it is sufficient if the customer sends the notification about its decision to exercise the right to cancel the contract prior to the end of the cancellation period.

6.2 Outcome of cancellation: In the event of a cancellation, we will refund the customer all payments we received from it, including the delivery costs (with the exception of additional costs resulting from the customer choosing another form of delivery than the reasonable standard delivery option offered by us) immediately or within fourteen days from the day we receive notification from the customer of its cancellation of this contract. For this repayment, we will use the same payment method the customer used for the original transaction unless explicitly agreed otherwise; in no event will any fees be refunded to the customer due to this repayment. We are entitled to deny repayment until we have either received the goods back or until the customer supplies proof that it has returned the goods, whichever is the earlier.

The customer must return or deliver the goods back to us immediately, within fourteen days at the latest, from the day it notifies us of its cancellation of this contract. The deadline is deemed to have been met if the goods are returned before the deadline of fourteen days. The customer is to bear the costs incurred for returning the goods. The customer only has to pay for any diminished value of the goods if this diminished value results from the customer handling the goods in a way other than what is necessary to ascertain the nature and functioning of the goods.

Head Care™ pillows are made of certified best quality materials for children. For hygiene reasons we cannot accept returns on any opened packages. All items need to be returned in original and new condition.

6.3 Other provisions: For digital content and downloads, the right of cancellation lapses as soon as we have commenced with performing the contract, i.e. when the license key has been emailed.

6.4 Request processing: To ensure the request is processed as quickly as possible, the customer is to telephone or email (online@headcare.eu) us prior to returning the goods to request a returns number. The product is to be returned in its original packaging together with all original contents or at least returned using suitable transport packaging.

Head Care™ pillows is to be returned in its original packaging only, not opened packages, together with all original contents.

It is advisable to obtain and retain a signed proof of receipt from the freight forwarder used to return the goods.

6.5 Example cancellation form:

HEADCARE.CO, ul. Za Cytadelą 122/38, 61-659 Poznań POLAND;

E-mail: online@headcare.eu

I hereby cancel the contract agreed by me concerning the purchase of the following goods:

Ordered on/received on (cross out what is inapplicable):

Name and address:

Signature (only applies to postal notifications):

Date:

7. Liability for defects

Store operator's liability for defects is as provided by law.

8. Delivery times

If delivery times change substantially after an order is placed, Store operator will inform the customer by e-mail. In such a case the customer will be entitled to cancel the contract without incurring any costs.

9. Reservation of title

All goods supplied by Store operator will remain Store operator's property until full payment has been made and all claims arising out of the contractual relationship settled.

10. Overall liability

Store operator is liable without limit for losses resulting from deliberate action or inaction or gross negligence and for injury to life, limb or health. Regardless of the legal basis of the claim put forward, Store operator is only liable for losses that result from a culpable breach of a substantial contractual obligation. Liability in this case is limited to losses that were possible for Store operator to foresee when the contract was concluded and that are typical for the type of contract in question. We point out that customers are responsible for securing their own data.

11. Data Protection and Privacy Statement

The customer data collected in connection with the contract will be used by Store operator in accordance with the provisions of the Poland Federal Data Protection Act and the Poland Remote Services Data Protection Act.

The exchange of customer data over the Internet is encrypted. This is accomplished by using the Secure Socket Layer (SSL) protocol.

Store operator collects and processes customers' personal information fairly and lawfully in accordance with the Data Protection Act. We may collect customers' personal information for processing a customer's order.

The customer can subscribe to the Store operator newsletter on the website, this subscription can be cancelled at any time. Customers can also subscribe to the Store operator newsletter during the ordering process by selecting the option "I would like to subscribe to the newsletter (this subscription can be cancelled at any time)".

Customers have the right to inspect or block their personal data or demand the deletion or amendment of their personal data. In the event of questions regarding the collection, processing or use of personal data and for information, the amendment, blocking or deletion of data and the revocation of consents granted, customers should contact:

HEADCARE.CO, ul. Za Cytadelą 122/38, 61-659 Poznań POLAND; E-mail: online@headcare.eu

Store operator will not share any personal customer data with third parties other than with service partners who require the data in order to process orders.

Store operator will save the customer's order data and provide this information to the customer by e-mail. The customer is entitled to object to the latter. The customer may inspect order data in the customer section of the Online Store. To enable the customer to place orders in the Online Store, one or more so-called "cookie(s)" will be created when particular Web pages are visited. These are small text files. The customer may use his browser program to control the acceptance of cookies from the Web page and, if appropriate, block this. Such cookies serve exclusively to enable the use of specific applications, e.g. the Online Store shopping basket system; no personal data whatsoever is stored. Most of the cookies will be deleted from the user's hard-disk at the end of the browser-session (temporary cookies). Other cookies remain on the customer's hard-disk to make it possible for Store operator to recognize the customer's computer at their next visit (permanent cookie).

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

12. Concluding terms

Should any of these Standard Terms and Conditions be invalid, the remainder of the contract will remain valid. The relevant statutory provisions will apply in place of any invalid term.

Poland law applies exclusively, with the provisions of European Union law on the international sale of goods being excluded.

These Standard Terms and Conditions apply from January 1, 2023.